

|  |                               |  |  |                       |                                   |  |
|--|-------------------------------|--|--|-----------------------|-----------------------------------|--|
| <b>REQUEST FOR QUOTATIONS</b><br><b>(THIS IS NOT AN ORDER)</b>   |                               | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE |  |                       | PAGE 1 OF 96 PAGES                |  |
| 1. REQUEST NO.<br>W91236-05-T-0009   | 2. DATE ISSUED<br>15-Mar-2005 | 3. REQUISITION/PURCHASE REQUEST NO.<br>W26GLG-5062-0102  | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1   | RATING                |                                   |  |
| 5a. ISSUED BY<br>USA ENGINEER DISTRICT, NORFOLK<br>CONTRACTING OFFICE<br>803 FRONT STREET<br>NORFOLK VA 23510-1096   |                               |  | 6. DELIVER BY (Date)<br><b>SEE SCHEDULE</b>  |                       |                                   |  |
|  |                               |  | 7. DELIVERY<br><input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)   |                       |                                   |  |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)<br>GARLAND D COOPER 757-201-7748   |                               |  |  |                       |                                   |  |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE  |                               |  | 9. DESTINATION (Consignee and address, including ZIP Code)<br>NAV SPT & SURVEY SECT<br>STEVEN BAUM<br>US ARMY ENGR DIST NORFOLK ATTN: CENAO-TS-<br>NORFOLK VA 23510-1096<br>TEL: (757) 201-7072 FAX: |                       |                                   |  |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:<br>(Date) 28-Mar-2005  |                               |  |  |                       |                                   |  |
| <b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. |                               |  |  |                       |                                   |  |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes)  |                               |  |  |                       |                                   |  |
| ITEM NO.<br>(a)  | SUPPLIES/ SERVICES<br>(b)     | QUANTITY<br>(c)  | UNIT<br>(d)  | UNIT PRICE<br>(e)     | AMOUNT<br>(f)                     |  |
| <b>SEE SCHEDULE</b>  |                               |  |  |                       |                                   |  |
| 12. DISCOUNT FOR PROMPT PAYMENT  |                               | a. 10 CALENDAR DAYS %  | b. 20 CALENDAR DAYS %  | c. 30 CALENDAR DAYS % | d. CALENDAR DAYS No. %            |  |
| <b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>   |                               |  |  |                       |                                   |  |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)   |                               |  | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION   |                       | 15. DATE OF QUOTATION             |  |
|  |                               |  | 16. NAME AND TITLE OF SIGNER (Type or print)   |                       | TELEPHONE NO. (Include area code) |  |

## Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001    | ROUTINE DRYDOCKING<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |
|         |  |          |          |            | <hr/>  |
| NET AMT |  |          |          |            |        |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0002    | PRESERVATION<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |
|         |  |          |          |            | <hr/>  |
| NET AMT |  |          |          |            |        |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0003    | PROPULSION SHAFTING, PROPELLERS/RUDDERS<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0004    | RENEW ZINCS<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0005    | CLEAN/INSPECT SEA VALVES/STRAINERS<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0006    | MAIN ENGINE/GENERATORS REPAIRS<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0007    | RENEW RUB RAIL/FENDER SYSTEM<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 | 1        | Lump Sum |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0008    |   | 1        | Lump Sum |            |        |
|         | FFP<br>MODIFY SEWAGE SYSTEM/CLEAN TANKS AND TANK LEVEL<br>INDICATORS<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 |          |          |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0009    |  | 1        | Lump Sum |            |        |
|         | REPAIR FUEL TANK LEVEL INDICATOR<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 |          |          |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0010    |  | 1        | Lump Sum |            |        |
|         | RENEW PILOTHOUSE WINDOWS<br>FFP<br>PURCHASE REQUEST NUMBER: W26GLG-5062-0102 |          |          |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|----------|------------|--------|
| 0011    |                   | 1        | Lump Sum |            |        |

FFP

REPAIR SEARCHLIGHT AND MODIFY BATTERY BRACKET

TOTAL LINE ITEMS \$\_\_\_\_\_

PURCHASE REQUEST NUMBER: W26GLG-5062-0102

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NET AMT

FOB: Destination

## Section C - Descriptions and Specifications

# Index

For Survey Vessel ADAMS II

| <u>Work Item No.</u> | <u>Work Item Nomenclature</u>                               |
|----------------------|---|
|                      | General Requirements  |
| 1                    | Routine Drydocking  |
| 2                    | Preservation  |
| 3                    | Propulsion Shafting, Propellers and Rudders                 |
| 4                    | Renew Zincs   |
| 5                    | Clean and Inspect Sea Valves and Strainers                  |
| 6                    | Main Engine and Generators Repairs                          |
| 7                    | Renew Rub Rail / Fender System                              |
| 8                    | Modify Sewage System, Clean Tanks and Tank Level Indicators |
| 9                    | Repair Fuel Tank Level Indicator                            |
| 10                   | Renew Pilothouse Windows                                    |
| 11                   | Repair Searchlight and Modify Battery Bracket               |

## GENERAL REQUIREMENTS

### 1. SCOPE

1.1 Scope. The Contractor shall furnish all labor, materials, supplies, equipment and services as necessary to accomplish repairs as stated within this specification for Survey Vessel ADAMS II.

## 1.2 General information. Survey vessel ADAMS II

Length LBP: 60.81 ft.  
Length OA: 67.70 ft.  
Beam: 19.26 ft.  
Draft: 6.00 ft.  
Displ: 34.35 long tons (51 gross tons)  
Propulsion: 2 Detroit Diesel 12V92  
Hull Material: Aluminum

## 2. APPLICABLE DOCUMENTS

Code of Federal Regulations (CFR), Title 29 (Labor), Subtitle B (Regulations Relating to Labor), Part 1910 - Occupational Safety and Health Standards for Shipyard Employment

Code of Federal Regulations (CFR), Title 29 (Labor), Subtitle B (Regulations Relating to Labor), Part 1915 - Occupational Safety and Health Standards for Shipyard Employment, Subpart B (Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment)

Code of Federal Regulations (CFR), Title 29 (Labor), Subtitle B (Regulations Relating to Labor), Part 1915 (Occupational Safety and Health Standards for Shipyard Employment), Subpart I - Personnel Protective Equipment (PPE)

Code of Federal Regulations (CFR), Title 40 (Protection of Environment, Chapter I - Environmental Protection Agency

National Fire Protection Association (NFPA), 70, National Electric Code (NEC)

National Fire Protection Association (NFPA), 312, Fire Protection of Vessels During Construction, Repair, and Lay-Up, 2000 Edition

## 3. REQUIREMENTS

3.1 Order of precedence. The Contractor shall be aware that in the event of a conflict between the text of the specification and the applicable references, order of precedence shall be as listed below. Nothing in these documents, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

1. The text of the specification.
2. Other contract documents.
3. Drawings.
4. Publications and industry standards.
5. Federal specifications and standards.

3.2 Planning document. The Contractor shall accomplish the following:

3.2.1 Provide a legible Planning Document with the following characteristics:

- Shows overall period of performance for each work item, with start and stop dates of major sub-tasks.
- Due dates for Critical Inspection Reports (CIR) and any events requiring Army Corps of Engineers Inspector presence.

3.2.2 Submit 1 copy to the COR at the Arrival Conference and at all weekly Progress Meetings. A separate document, specifically prepared for the Government is not desired or required. A copy or summary of the Contractor's internal scheduling document is preferred.



3.3 Gas-freeing. The Contractor shall certify all spaces and components "SAFE FOR WORKERS" and "SAFE FOR HOT WORK", as applicable, in accordance with 29 CFR 1915, Subpart B, whenever entering a tank or compartment or conducting hot work (see

6.1.10). Be aware work necessary to certify spaces and components includes, but is not limited to opening, ventilating, cleaning, and maintaining the safe conditions for the duration of the work being performed.

#### NOTICE

Army Corps of Engineers vessels are considered to be "miscellaneous vessels" for 29 CFR applications.

3.4 Tag-out. The Contractor shall do the following, when performing tag-out on a system or component:

3.4.1 Isolate, blank, and tagging out, before starting work on a system or component specified in a work item.

3.4.2 Use shipyard's tag-out log and instructions while coordinating with the COR for proper placement of system tags to ensure the isolation of the component, piping, electrical circuit, or system. Ensure enough tags are used to prevent system or component operation from all stations that could exercise control.

3.5 Handling of interferences. The Contractor shall remove all interferences (see 6.1.13 (Interferences)) to facilitate the performance of work specified in the applicable work item(s). Restore removed interferences upon completion of work. The Contractor may exercise the discretion to work around certain interferences, when possible, so long as the specified work is successfully accomplished.

3.5.2 Labeling and stowing requirements. The Contractor may stow removed interferences onboard the vessel; however, location and condition of stowage shall be approved by the COR. When stowing onboard the vessel is not practical, the Contractor shall stow interferences in suitable shore side stowage. Ensure that all stowed items are tagged with removable tags, or stenciled with paint, with the following information:

- Vessel name.
- Location from which items have been removed.

3.5.3 Safety measures. Exercise the below-specified safety precautions, to eliminate hazardous conditions, during the following conditions:

- When hatches or scuttles and lifelines or liferails are removed as interferences.
- When electrical circuits serving ladders and passageways are removed or disconnected as interferences.

3.5.3.1 Temporary covers for deck openings. Install a suitable plate or cover over each resulting deck opening, to prevent injury to personnel, and protect the vessel's interior spaces and equipment against outside contamination. When covering a deck opening left from a removed hatch or scuttle, ensure that the cover is configured to allow normal passage of work personnel and equipment.

3.5.3.2 Temporary lines or rails. Install temporary lines or rails to replace all removed lifelines or liferails.

3.5.3.3 Temporary lighting. Install temporary lighting circuits, and equip all lamps used in temporary lighting with suitable fixtures or lampholders with guards. Temporary lighting is only required in spaces or passages within the vessel that are being worked on by the Contractor.

3.5.4 System restoration. Ensure that all spaces or compartments, components, or equipment damaged or exposed by interference removals are restored to original conditions in form, fit, function, and appearance. Renew the following components or disturbed portions of systems, as applicable, when reassembling or reinstalling affected systems:

- Gasket materials.
- Insulation material previously installed with adhesive.
- Deck covering systems.

3.6 Pier or wharf facility. Unless in drydock, the Contractor shall provide a secure pier or wharf during the performance period of the contract. The pier or wharf shall have adequate clearance to safely accommodate the vessel being moored.

3.6.1 Water depth. Ensure that water depth is sufficient at the pier to ensure the vessel's lowest underwater appendage clears the bottom by at least two feet at:

- Mean low tide conditions for tidal rivers and other navigable waterways.

3.6.2 Collision protection. Provide a fender system to prevent the vessel's sides from chafing and colliding with the pier or wharf while moored at the Contractor's facility. Ensure that no other vessel is moored alongside the vessel without specific permission from the COR.

3.7 Shore power requirement. Furnish, connect and maintain 220 volts, 100 amps or (2) 50 amps single phase electrical power for the duration of the availability.

3.8 Vessel access. The Contractor shall provide access or egress to the vessel, at the Contractor's facility, in accordance with 29 CFR 1915, and summarized as follows:

3.8.1 Gangways. At a minimum, gangways shall:

- Have adequate walking surface width and strength and be safely secured.
- Have a railing, with a mid-rail, on each side of the gangway.
- Have substantial steps properly secured and equipped with at least one handrail, when the upper end of the gangway rests on or is flush with the top of the bulwark of the dock.
- Have nets or other suitable protection on both sides, when there is a danger of personnel falling between the ship and the dock.

3.8.2 Gangway alternative. If gangways are not practicable, propose an alternative for COR approval.

3.8.3 Obstructions. Do not lay obstructions on or across the means of access/egress. Do not pass loads or cargo over the means of access/egress while personnel are on them.

3.9 Army Corps of Engineers inspection. For work requiring COR presence during a test or inspection, the Contractor shall provide at least 24 hours notice to the COR. When circumstances preclude a note as previously stated, the Contractor shall make an effort to afford the COR reasonable time to observe the inspection.

3.10 Reports. The Contractor shall submit all written Condition-found reports as follows:

3.10.1 Critical Inspection Reports (CIR). When a CIR is specified in a work item, provide it to the COR within the first 25 percent of the availability contract period.

3.10.2 Unexpected conditions. Provide a report within 24 hours of discovery of the unexpected conditions.

3.10.3 Routine inspection reports. Provide all other inspection reports specified in individual work items within the first 40 percent of the original availability contract period.

3.10.4 Minimum inclusions. Include the following details as a minimum in each condition-found report to facilitate the contract-change process:

- Sequential number to indicate order of submission.
- The Work Item Number, and title to which the condition-found report relates.
- A clear description of the condition found, including but not limited to frame numbers, part numbers, materials, and dimensions as appropriate.
- A recommended repair to correct the defective condition, including but not limited to frame numbers, part numbers, materials, and dimensions as appropriate.
- Indication whether Army Corps of Engineers contractual action is required or if the report is provided "for information only." When Army Corps of Engineers action is required, indicate the response time needed to avoid a contract extension and how many additional days past the scheduled completion date the added work will require.
- Space on the form for the COR to make comments.
- Signature of the Contractor Ship Superintendent, including date of signature and condition-found report submission.

3.11 Contractor-furnished materials. The Contractor shall ensure that all Contractor-furnished materials are new, unused, and have unexpired shelf-life dates. Utilize recoverable materials as practicable in accordance with the Environmental Protection Agency (EPA) guideline recommendations.

3.12 Protective deck covering material. The Contractor shall provide suitable protective deck covering material over all vessel interior passageways, work areas, and living spaces used to access work sites on the vessel, with the following characteristics:

- Fire resistant.
- Able to protect the deck from any contractor work.
- Durable.
- Anti-slip and anti-trip.

- Quick and easy to fit and remove.
- Waterproof and resistant to moisture and chemicals.
- Tear-resistant (does not rip when walked on).

3.13 Assignment of fire watch personnel. Before beginning any hot work (see subsection 6.1 (Definitions)), the Contractor shall:

3.13.1 Contractor provided Fire Watch Personnel. When required by the specification work item(s), provide all Fire Watch Personnel and required equipment, on a per job basis, in accordance with NFPA 312, Chapter 2 (Construction, Conversion, and Repair). Ensure that all Contractor welders, brazers, and cutters check in with the COR, with their Contractor-provided fire watch.

3.13.2 Compliance. Firewatch personnel or Fire extinguishers shall be provided for all work as required by applicable law or regulation and any work activity meeting the definition of Hot Work (see 6.1.10 (Hot Work)). This requirement applies to all work under the scope of the contract, subsequently modified into the contract, and any contract extension periods granted.

3.14 Housekeeping. The Contractor shall accomplish the following:

3.14.1 Maintain good housekeeping conditions at all times. Maintain adequate aisles and passageways in all work areas. Ensure that all staging platforms, ramps, stairways, walkways, aisles, and passageways on vessels or dry docks are kept clear of all tools, materials, and equipment except those that are in use, and all debris such as welding rod tips, bolts, nuts, and similar material; ensure that hoses and electric conductors are elevated over or placed under the walkway or working surfaces or covered by adequate crossover planks.

3.14.2 Ensure that all working areas on or immediately surrounding vessels and dry docks, travel lift (blocking location), or marine railways are kept reasonably free of debris, and construction material. Ensure that materials and debris do not present a hazard to personnel.

3.14.3 Take action to mitigate any slippery condition on walkways or working surfaces.

3.14.4 Maintain free access at all times to all exits and to all fire alarms or fire-extinguishing equipment.

3.14.5 Keep all oils, paint thinners, solvents, waste, rags, or other flammable substances in fire resistant covered containers when not in use.

3.14.6 Final cleanup/job-site cleanliness requirements. Following completion of work, the Contractor shall remove all debris, equipment, and material from the job site; restore all existing facilities affected by the work to their original condition.

3.15 Item/material disposal. During the availability, the Contractor shall dispose of, as scrap, all items or materials removed from the vessel that are not: Reinstalled, retained or turned over to the Army Corps of Engineer Inspector.

3.16 Restorations. The Contractor shall restore, renew, or repair all machinery, piping, wiring, insulation, paint work, deck coverings, and any other article or component removed, moved, disturbed, or damaged by the Contractor in accomplishing the work outlined in the specification package.

3.17 Operational testing. In the presence of the COR, the Contractor shall:

3.17.1 Pre-test. When required by the work item, or when deemed necessary by the Contractor, perform an operational pre-test of all items or shipboard devices to be disturbed, used, repaired, or altered, to determine operational condition (see 6.2 (Equipment operation)).

3.17.2 Post-test. Thoroughly test and prove to be in satisfactory operating condition all items or shipboard devices that the Contractor disturbed, used, repaired, altered, furnished, or installed (see 6.2 (Equipment operation)).

3.18 Dock and river trials. The Contractor shall conduct dock trials and river trials as necessary to test the work performed in the contract. Provide a schedule of all planned dock and river trials in the submitted planning document (see 3.3 (Planning document)). Include operational tests or inspections, as appropriate, of all machinery and equipment removed, moved, disturbed, or damaged by the Contractor in accomplishing the work outlined in the specification package (see 6.2 (Equipment operation)).

3.19 Heavy weather plan. The Contractor shall provide a written plan, which will be in effect during gales, storms, hurricanes, and destructive weather as follows:

3.19.1 Submission. Submit a copy of the plan to both the COR, no later than the start of the contract availability period. Ensure that the heavy weather plan designates responsibility and implements procedures for preventing damage to Army Corps of Engineer vessels. This includes periods when the vessel is physically located in private Contractor's shipyard.

3.19.2 Actions during specific weather conditions. The plan shall contain specific responsibilities and detailed actions to be taken during the severe weather conditions as published by local weather stations of NOAA weather alerts.

3.19.3 Single point of contact. The name and telephone number (business and residential) of the Contractor's single point of contact, who has the authority to commit the contractor to take necessary actions as requested by the COR.

3.20 Work other than Contractors. The Army Corps of Engineers reserves the right to conduct work on the vessel while at the Contractor's facility utilizing Army Corps of Engineer personnel. If this work is conducted it will be on a not-to-interfere basis with Contractor work.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

## 5. QUALITY ASSURANCE

5.1 Tests and inspections. The Contractor shall perform the tests and inspections required in the work items, in the presence of the COR. The Government reserves the right to perform any additional inspections deemed necessary to ensure the work conforms to the prescribed requirements.

## 6. NOTES

6.1 Definitions. For the extent of the repair availability, the Contractor shall refer to the following definitions whenever the terms are used in work items.

6.1.1 Blanking: Preclude the entry of foreign material, protect exposed threads or flanges, and remove blanks before reinstalling the system or component(s). Specific requirements of blanking equipment shall be in accordance with the individual work item(s).

6.1.2 Boat Operator: The senior Army Corps of Engineer person responsible for the operation of a vessel.

6.1.3 Certify: Produce a printed certificate.

6.1.4 Condition-found report: A report submitted to the COR, either in written or electronic format, describing the condition(s) found while performing a task specified in the work item, such as an inspection. The Contractor is encouraged to generate and submit this in electronic format.

6.1.5 COR: Contracting Officer's Representative; the representative as designated by the Contracting Officer (KO).

6.1.6 Discard: Remove and dispose of as scrap.

6.1.6 Drydock: All references to drydock facilities as used in this specification, include graving docks, floating drydocks, marine railways, vertical lifts or travel lifts.

6.1.7 Fabricate: Construct or make according to a plan or stated guide.

6.1.8 Fastener: Includes all components for securing. For example, for bolting, the term fastener shall include bolts, nuts, threaded studs, and washers.

6.1.9 Fleeting: The refloating and shifting of a vessel to an alternate docking position.

6.1.10 Hot work: Any activity involving riveting, welding, burning, the use of power-actuated tools or similar fire producing operations. Grinding, drilling, abrasive blasting, or similar spark-producing operations are also considered hot work, except when such operations are isolated physically from any atmosphere containing more than 10 percent of the Lower Explosive Limit (LEL) of a flammable or combustible substance.

6.1.11 Inspect: Examine an object or a space for defects, abnormalities, or deviations from a prescribed standard.

6.1.12 Install: Permanently place in position, for example, by bolting or welding.

6.1.13 Interferences: "Interferences" is defined as any part of a vessel, whether permanently installed or portable, that must be moved or disturbed, to accomplish work specified a work item.

6.1.14 Open: To gain access or enter.

6.1.15 Reinstall: Replace after temporary removal.

6.1.16 Renew: Permanently remove an item and install a new, unused item, identical in form, fit, and function.

6.1.17 Repair: To correct an identified discrepancy to a given standard of performance.

6.1.18 Residual fluid and/or residues: Liquid, dirt, and other substance remaining after drainage or removal, such as in a tank after loss of suction by installed equipment.

6.1.20 Vessels: Vessels are defined as Army Corps of Engineers boats and barges.

6.2 Equipment operation. For all operational testing of equipment on the vessel, the Army Corps of Engineers personnel will operate the vessel's machinery plant.

## **WORK ITEM NO. 1 ROUTINE DRYDOCKING**

### **1. SCOPE**

1.1 Scope. This work item describes the requirements for the Contractor to drydock and undock the Survey Vessel ADAMS II.

### **2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel Docking, Plan Drawing Number 407-D170-01

### **3. REQUIREMENTS**

3.1 General. The Contractor shall drydock and undock the vessel, using the referenced drawing as guidance.

**Note:** The vessel has a multibeam transducer located on the keel line between frames 8 and 11. The Contractor shall use extreme caution to ensure that the transducer is not damaged during docking and undocking.

3.2 Pre-docking conference. The Contractor shall schedule a conference with the COR to discuss and or submit the following.

3.2.1 Drydock certification. Provide proof that the drydock is certified to dock Survey Vessel ADAMS II. The following methods would meet this requirement.

- American Bureau of Ships
- NAVSEA Certification
- Professional Engineer Certification
- Weight test data for lift and slings (Travel-Lifts)

3.2.2 Dockmaster certification. Provide proof that the Dockmaster is qualified in the performance of his duties. The Dockmaster must have also documented docking at least 3 vessel similar or larger within the past 12 months at the current facility.

3.2.3 Docking procedure discussion. Review the procedure that will be used to dock and undock the vessel.



### 3.3 Docking.

3.3.1 Main Diesel Engine Electronic Disconnect. Prior to docking and or any welding operations, the Contractor shall disconnect all Detroit Diesel engine electronic DDEC modules through the use of a certified Detroit Diesel Mechanic familiar with DDEC operation.

3.3.2 Blocking inspection. Visually demonstrate that the blocks are built to the specification required for docking the Survey Vessel ADAMS II. The vessel shall be docked in a manner to preclude accumulation of rainwater on the main deck while throughout the period while vessel is in drydock.

3.3.3 Assistance for safe docking and undocking. The Contractor shall provide all resources necessary to safely drydock the vessel, including but not limited to pusher boats or additional personnel. The contractor shall not use the winches on the vessel for vessel positioning, but may use installed cleats and bits as necessary.

3.3.4 Dock vessel.

3.3.5 Hull and block inspection after docking. Immediately after the vessel has been lifted, the Contractor shall inspect the block to hull contact. Shim blocks as needed. If blocks cannot be properly shimmed, refloat the vessel and correct the block positions and or height.

3.3.6 Grounding strap. Immediately upon successful drydocking and before installing shorepower, the Contractor shall ground the vessel's hull to the shoreside ground source throughout the duration of the drydock period.

3.3.7 Access to hull fittings. The Contractor shall ensure that no obstructions exist between the drydock surface and the hull openings or fittings. Provide horizontal and vertical clearance to remove and replace rudders, transducers and other underwater hull appendages.

3.3.8 Open all underwater voids including keel, lifting strakes and swim platform. Voids shall be opened by removing existing drain plugs.

### 3.4 Underwater body surface cleaning.

3.4.1 Hull and appendages. Clean the entire underwater hull, appendages, sea chest, sea chest strainer plates and interior by pressure washing. Supplement as needed with bristle brushes and scrapers to remove visible marine growth, loose rust, loose mill scale and loose paint. Take precautions to avoid damaging or removing intact coating systems.

3.4.2 Remove marine growth and oxide coating from all underwater body zincs, this includes appendage locations using a stiff wire brush.

3.5 Immediate work. The Contractor will perform the following work after drydocking and before proceeding with the remainder of the work items within the specifications.

3.5.1 Remove multibeam transducer. In the presence of the COR, unbolt, disconnect electrically and remove the multibeam transducer and all related fairing. The transducer is located on the keel line between frames 8 and 11 (approximate). Use caution when removing and handling the multibeam transducer, as it is fragile. Any minor distortion caused to the multibeam transducer will significantly impact system function. After the multibeam transducer is removed, place it in the Government furnished container, then turn the multibeam transducer over to the COR.

3.5.2 Cover hull transducers. Place a protective covering over the transducers to prevent contamination and damage for the duration of the work items.

3.6 Inspect underwater voids including keel, lifting strakes and swim platform. An air test shall be performed to all voids. Air testing shall be performed with regulated 2 PSI pressure applied to the voids for a period of 10 minutes. Once the required pressure is applied, a valve shall be closed after the contractor's regulated air supply and maintained for a period of 10 minutes for each void. If the void does not hold pressure, the contractor shall perform a soap and water test to determine where leaks exist. If leaks are found, the contractor shall provide a CFR with findings and recommended repairs. After all voids pass air test, the contractor shall perform a final air test in the presence of the COR. Once all testing is complete, the contractor shall install original drain plugs into their openings. Plugs shall be coated in Teflon tape prior to installation.

3.7 Fleet vessel. After underwater hull work is complete, fleet the vessel to ensure that the entire underwater hull is cleaned and preserved. The alternate blocking position for fleetting shall be approved by the COR.

3.8 Work to be performed prior to undocking.

3.8.1 Reinstall multibeam transducer. Using new fasteners and sealant as type removed, install the multibeam transducer in the presence of the COR. Repair loose or stripped bolt holes for mounting fairing using CRES thread inserts. Use caution throughout installation to prevent damage or contamination. Note: The COR will provide the multibeam transducer.

3.8.2 Remove all other transducer protective coverings.

3.9 Undocking conference. Prior to undocking the vessel conduct an undocking conference.

3.9.1 Review safety plan for closing all sea valves.

3.9.2 Check that all underwater body protective coverings and plugs removed.

3.9.3 Check that all underwater body work verified as complete.

3.10 Undocking. Upon completion of all scheduled work, the Contractor shall undock the vessel.

3.10.1 Undocking inspection. The Contractor shall inspect the bilges throughout the undocking procedure to ensure no flooding occurs. If flooding is found, the undocking process shall stop until the leak is found and corrected.

3.11 Main diesel engine electronic reconnection. After the completion of all welding operations and prior to dock and river trials, the contractor shall reconnect all Detroit Diesel engine electronic DDEC modules through the use of a certified Detroit Diesel Mechanic familiar with DDEC operation.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

4.1 Multibeam transducer container

#### **5. QUALITY ASSURANCE**

None

#### **6. NOTES**

6.1 Army Corps of Engineers personnel will be made available for operation vessel machinery on request. The Contractor shall give reasonable notice to the COR when operation of equipment or machinery is necessary.

## **WORK ITEM NO. 2 PRESERVATION**

### **1. SCOPE**

1.1 Scope. This work item describes the requirements for the preservation of various structures or surfaces of Survey Vessel ADAMS II.

### **2. APPLICABLE DOCUMENTS**

American National Standards Institute/NSF International (ANSI/NSF), ANSI/NSF International Standard for Drinking Water Additives – Standard 61, Drinking Water System Components - Health Effects, 13 Sep 2000

American Society for Testing and Materials (ASTM), D2794-1993, Standard Test Method For Resistance Of Organic Coatings To The Effects Of Rapid Deformation (Impact)

American Society for Testing and Materials (ASTM), D4414-1995, Standard Practice For Measurement Of Wet Film Thickness By Notch Gages

American Society for Testing and Materials (ASTM), D4417-1993, Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel

American Society for Testing and Materials (ASTM), F718-1999, Standard For Shipbuilders And Marine Paints And Coatings Product/ Procedure Data Sheet

The Society for Protective Coatings (SSPC), Good Painting Practice, SSPC Painting Manual, Volume 1, Third Edition, 1993

The Society for Protective Coatings (SSPC), Paint Application Guide No. 3 (SSPC-PA Guide 3), 01 Jul 1995

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.1 (SSPC-SP 1), Solvent Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.3 (SSPC-SP 3), Power Tool Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.11 (SSPC-SP 11), Power Tool Cleaning to Bare Metal, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 12/NACE No.5, Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating, 1995

### 3. REQUIREMENTS

#### 3.1 General.

3.1.1 Material receipt inspection. The Contractor shall ensure that all coatings or coating products are delivered to the job site in original and unopened containers, with the following information: product name or number, manufacturer, batch number, date of manufacture, shelf life, product data sheet or ASTM F718 sheet, material safety data sheet (MSDS) and certificate of compliance (COC).

3.1.2 Material storage, handling, mixing, and application. The Contractor shall observe all paint manufacturers' recommended procedures, as well as the good painting practice recommendations outlined in SSPC Manual, Volume 1, Chapter 5.1 (Paint Application), for all aspects involving storage, handling, mixing, and application of paint materials. Ensure that ambient conditions (dew point, surface and air temperature, and relative humidity) are within the parameters recommended by the applicable paint manufacturers, during application and curing evolutions.

3.1.3 Environmental protection compliance. The Contractor shall comply with all Federal, state, and local public safety and environmental protection regulations applicable to the following issues: Handling and disposal of spent abrasives and wastes generated during paint removal procedures and protection of the air and waterways during blasting and coating application procedures.

#### 3.2 Painting specifics.

3.2.1 Contrasting colors. All coats in multi-coat systems, including stripe coats, are to be applied in contrasting colors.

3.2.2 Stripe coating. After the primer coat has cured, brush-apply an un-thinned coat of the same primer paint over all edges, weld seams, cut-outs, foot/hand holds, non-flat mounting hardware, and areas of complex geometries; apply stripe coat at three mils wet film thickness (WFT), to extend outside the edge by approximately one inch. Stripe coating is not required for touch-up preservation.

3.2.3 Feathering. Where prepared surfaces interface with existing non-affected coated surfaces, feather the coated surfaces into the prepared areas, to provide a smooth transition between existing and new coatings.

3.3 Critically-coated surfaces. For work involving one hundred percent preservation of "critically-coated surfaces", as defined in paragraph 5.1 (Critically-coated surfaces), the Contractor shall do the following:

3.3.1 The COR will be present for checks of final preparation and application of critically coated surfaces. The Contractor shall provide reasonable notice to the COR when checks are required.

3.3.2 Technical Representative. Obtain the services of a Technical Representative (Tech Rep), if specified in a work item, for each specified coating system, to supervise, provide technical expertise, and ensure proper surface preparation, mixing, application, and curing. Ensure that the Tech Rep is professionally trained, at a minimum, to the National Association of Corrosion Engineers (NACE) Coating Inspector Session I (see section 5.4 (NACE Session I equivalent training requirements)), or equivalent.

**3.4 Preserve keel to waterline.**

3.4.1 Pressure wash (3500) entire underwater hull and all appendages (appendages include swim platform) from keel to waterline. Using dry air, blow surface dry and remove all loose materials.

3.4.2 Provide a Condition Found Report of the existing condition of the remaining paint system and underwater hull or appendage defects.

3.4.3 Where exiting primer is missing, paint has bubbled or as directed by the COR preserve up to 5 percent of the underwater hull or appendages:

3.4.3.1 Power tool clean to SSPC-SP 11.

3.4.3.3 Apply 2 coats of marine grade epoxy anticorrosive to the mil thickness as specified by the paint manufacturer.

3.4.4 Spray paint the entire underwater hull from the keel to the waterline including other normally painted appendages and sea chest, with three (3) coats of marine grade polishing antifouling to the mil thickness as specified by the paint manufacturer. Antifouling coating shall be alternating colors with the final coat being red. Paint draft markings and static draft markings using marine grade polyurethane finish. Refer to paint schedule in paragraph number 6 for paint color requirements.

**3.5 Preserve waterline to main deck.**

Note: This work item will be completed following the work item titled Renew Rub Rail. Preliminary work within the preservation portion of this item may precede completion of the rub rail installation.

3.5.1 Preserve the freeboard and appendages of freeboard as follows.

3.5.3.1 Water blast to SSPC-SP 12 all paint systems until removed. Do not remove intact primer coating system. Use caution to not deform the aluminum surfaces throughout the preparation process. All areas that cannot be water blasted due to interferences shall be prepared by power tool cleaning to SSPC-SP 11.

3.5.3.2 To the entire freeboard including other normally painted appendages, apply one (2) coats of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer.

3.5.3.3 Spray paint the entire waterline to deck surfaces including coaming, including other normally painted appendages with one (1) coat of marine grade polyurethane finish to the mil thickness as specified by the manufacturer. Paint shall be compatible with existing coating systems. Paint draft marks using marine grade polyurethane finish. Refer to paint schedule in paragraph number 6 for paint color requirements.

3.6 Paint vessel's name ADAMS II in 7" block letters on transom, centered.  
Below Adams II, paint U.S. ARMY CORPS OF ENGINEERS in 4" letters  
Paint the words U.S. CORPS OF ENGINEERS in 6" block letters on the bow. All lettering on the vessel scribed is to use as guide.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

#### **5. QUALITY ASSURANCE**

##### **5.1 Preservation preparation and application.**

5.1.1 The Contractor shall ensure that surface preparation is clean, oil free and meets the manufactures minimum profile requirements.

5.1.2 The Contractor shall inspect each paint coat to ensure that there are no pinholes, misses, skips, runs, sags, overspray, underspray, dryspray, or other visible paint defects that will affect the performance of the coating system. Repair all defects.

## 6. NOTES

6.1 Critically-coated surfaces. Critically-coated surfaces are defined as follows:

Underwater body surfaces.

Freeboard.

Superstructure.

Exterior decks.

Tanks and Voids.

All surfaces exposed to salt contamination.

6.2 Colors shall conform to Federal Standard No. 595B COLOR BOOK. The book as well as individual paint chips (3" x 5") may be procured from the General Services Administration/Specifications Section as follows:

|  |                       |
|--|-----------------------|
| GSA/FSS/Specification Section          | Phone: (202) 619-8925 |
| 470 L'Enfant Plaza East SW, Suite 8100 | FAX: (202) 619-8978   |
| Washington, DC 20407                   |                       |

The coloring schedule shall be as follows:

| <u>AREA</u>   | <u>COLOR/FS595 NUMBER</u> |
|---------------|---------------------------|
| Hull Exterior | Black/17038               |
| Hull Markings | White/27880               |
| Antifouling   | Red                       |
| Antifouling   | Blue                      |

6.3 Existing paint systems were provided by International Marine Coatings.

## WORK ITEM NO. 3 PROPULSION SHAFTING, PROPELLERS AND RUDDERS

### 1. SCOPE

1.1 Scope. This work item describes the requirements for inspecting the propulsion shafting, inspecting propellers, inspecting rudders and repairing starboard rudder post of Survey Vessel ADAMS II.

### 2. APPLICABLE DOCUMENTS

CENAO Survey Vessel Propeller Shaft Details, Plan Drawing Number 407-D610-01

CENAO Survey Vessel Rudder Details, Plan Drawing Number 407-D612-01

CENAO Survey Vessel Steering System, Plan Drawing Number 407-D615-01

### 3. REQUIREMENTS

3.1 Propulsion shafting. The Contractor shall visually inspect the shafts port and starboard for damage or defects.

3.2 Stern tube and strut bearings. The Contractor shall measure port, starboard, top, and bottom clearances on the forward and after ends of all stern tube and strut bearings when applicable. Note the type of instrument used and the depth of the measurements. Examine and note the condition of all seals.

3.3 Inspect propellers. Inspect propellers port and starboard. Inspect propellers and nuts for cracks, damage and other defects.

3.4 Rudder inspection and repair. The Contractor shall visually inspect the rudders port and starboard for damage or defects.

3.4.1 Repair starboard rudder post. The contractor shall remove the starboard rudder assembly. After disassembly, inspect all rudder components and provide a condition report. Straighten rudderpost to original dimensions. Build up and machine rudderpost as necessary to remove wear marks or other damage. Reinstall rudder assembly and install new rudder packing. Adjust packing during dock and sea trials.

3.4.2 Rudders measurements. Measure the rudder bearing clearances at 90- degree intervals at both upper and lower ends of rudder bearings. Remove and reinstall any bearing retainers as necessary to facilitate measurement taken.

3.5 Remove seal vent hoses. Remove shaft seal vent hoses and all attachment hardware located at the forward end of the shafts in the engine room. Blank off all open end fittings. Discard of removed hoses.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

4.1 None

#### **5. QUALITY ASSURANCE**

5.1 Adjust rudder packing once vessel is waterborne.

#### **5. NOTES**

6.1 None.

## **WORK ITEM NO. 4 RENEW ZINCS**

### **1. SCOPE**

1.1 Scope. This work item describes the requirements to renew all zinc anodes on the hull and appendages of Survey Vessel ADAMS II.

### **2. APPLICABLE DOCUMENTS**

None

### **3. REQUIREMENTS**

3.1 Renew zinc anodes and fasteners in the following locations

3.1.1 On stern, three (3) Navy type ZHS-23 (or equal).

3.1.2 On rudders, four (4) 5 inch rudder zincs.

3.1.3 On Propeller shafts, two (4), (two on each shaft), 3 1/2 inch shaft collar zincs.

3.1.4 On engines, (12), (6 on each engine), 3/4 inch pencil zincs with bronze plugs.



3.1.5 On sea chest, ten (10), (2 on each sea chest), 1/2 inch pencil zincs with bronze plugs.

3.2 Zinc anodes surfaces are not to be painted, nor are attachment points between the zinc and the fasteners to be painted. The surface of the hull beneath the zinc other than attachment point that are normally painted, shall be painted when the underwater hull or appendages is being painted

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

#### **5. QUALITY ASSURANCE**

5.1 After zinc installation meter check resistance between the zinc and hull to confirm continuity.

5.2 Before undocking, inspect underwater zincs to verify that covering is removed.

#### **6. NOTES**

None

## **WORK ITEM NO. 5 CLEAN AND INSPECT SEA VALVES AND STRAINERS**

### **1. SCOPE**

1.1 Scope. This work item describes the requirements to clean and inspect sea valves and strainers on Survey Vessel ADAMS II.

### **2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel Hull Fittings, Plan Drawing Number 407-D410-01

CENAO Survey Vessel Engine Cooling System, Plan Drawing Number 407-D460-01

CENAO Survey Vessel Bilge and Firemain System, Plan Drawing Number 407-D450-01

### **3. REQUIREMENTS**

3.1 Sea strainer inspection. Remove main engines, generators and bilge and fire pump sea strainers (a total of 7 simplex and duplex strainer assemblies). Prior to removal of the strainers, tag each component as to its system and location.

3.1.1 Disassemble and clean main engines, generators and bilge and fire pump sea strainers. Inspect each strainer for excessive wear or damage. Provide a Condition Found Report of findings.

3.1.2 Renew all gaskets and worn fasteners. Reassemble sea strainers and hydrostatic test each strainer in the presence of the COR.

3.2 Sea valve inspection. Remove main engines, generators and bilge and fire pump sea valves (5 valves total). Prior to removal of the sea valves, tag each component as to its system and location

3.2.1 Clean main engines, generators and bilge and fire pump sea valves. After cleaning, visually inspect each valve for pitting, damage, binding or other defects. Provide a Condition Found Report of findings.

3.2.2 Perform a hydrostatic test of each sea valve in the presence of the COR.

3.3 Reinstall main engines, generators and bilge and fire pump sea strainers and sea valves. Renew all gaskets. Renew all defective fasteners.

3.3.1 Test all sea valves and strainers during dockside and sea trail test. If leaks or other defects are found, correct defects and conduct addition testing until tests are satisfactory.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Before undocking, inspect all sea valves and strains and ensure that they are in the closed position.

5.2 While undocking, inspect each sea valve to ensure there are no leaks. Re-dock vessel and correct leaks if found.

**6. NOTES**

None

## **WORK ITEM NO. 6 MAIN ENGINE AND GENERATOR REPAIRS**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to perform repairs to main engines and generators on Survey Vessel ADAMS II.

**2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel Docking, Plan Drawing Number 407-D650-01

**3. REQUIREMENTS**

3.1 Repair engine cooling pumps.

3.1.1 Renew main engine impellers. Renew the impellers and associated gaskets on port and starboard main engine raw water pumps. Raw water pumps are Jabsco and impellers are JABSCO-18786-0001.

3.1.2 Renew generator impellers. Renew the impellers associated gaskets on port and starboard generators raw water pump. Raw water pumps are Jabsco and impellers are JABSCO-1210-0001

3.2 Renew both main engine exhaust riser systems.

3.2.1 Remove main engine exhaust riser system, attached hoses and fittings (reference drawing parts list item numbers including but not limited to 1, 2, 3, 7, 8, 18). Existing exhaust riser system is made of CRES material. Retain insulation and hangers for reinstallation.

3.2.2 Fabricate new main engine exhaust riser system. New riser cross-over pipe (parts list item number 1) shall be fabricated to original design using the highest quality fiberglass materials that is ABS type certified and is UL listed. Riser pipe (parts list item number 7) shall be fabricated as part of the cross-over pipe, of the same material as the cross-over pipe, to the point that the top radius (of is parts list item number 7) is complete, so that a hose connection can be connected.

3.2.3 Fabricate new exhaust risers (parts list item number 7) of existing material to continue from the riser connection at the cross-over pipe to the engine flex joint coupling (parts list item number 8 and 18). Fabricate new exhaust hose to connect fiberglass system of riser to CRES system of riser.

3.2.4 Fabricate new flex joint assembly (parts list item number 8 and 18) of existing material.

3.2.5 Install new main engine exhaust riser system. All components between engine turbo charger and engine muffler shall be renewed with the exception of hangers and insulation. All hoses and attachments fittings shall be new with marine grade fasteners and hose that is USCG approved for marine engine exhaust. All hose clamps shall be double clamped at each hose end.

3.3 Clean air filters and duct work. Disassemble and clean engine air intake and filters. Filters are located in tool room. Disassemble of paneling, cabinets and other interferences as required as they are in way of filters.

3.4 Clean engine cooling systems and renew thermostats and pressure caps. Drain and flush cooling systems of main engines and generators. Flushing shall include cleaning of raw and fresh water side of each system. Cleaning solution shall be type compatible with engine manufactures requirements. Dispose of flushing fluid and removed coolants in accordance with Federal, State and Local requirements. Renew thermostats, associated gaskets and fasteners. Renew pressure relief caps in accordance with engine manufacturers requirements. Renew overflow drain tubing assembly that is adjacent to the pressure relief cap on the port main engine.

3.4.1 After all repairs and flushing system is complete, renew main diesel engine cooling system fluid with clean and filtered distilled water.

3.4.2 After all repairs and flushing system is complete, renew generator engine cooling system fluid with a 50/50 mix of glycol based antifreeze and filtered distilled water.

3.5 Renew both generator fuel supply check valves. Renew check valves to both generators fuel return lines as existing.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

#### **5. QUALITY ASSURANCE**

5.1 Inspect pump during trials to ensure no leakage occurs. Correct all deficiencies.

5.2 Inspect main engine exhaust riser system and related components for leaks or defects during dock and sea trials. Correct any defects and conduct additional test as necessary until test are satisfactory.

5.3 Inspect main engine and generators for cooling system leaks or defects during dock and sea trials. Correct any defects and conduct additional test as necessary until test are satisfactory.

5.4 Inspect generators fuel supply lines and check valves for system leaks or defects during dock and sea trials. Correct any defects and conduct additional test as necessary until test are satisfactory.

#### **6. NOTES**

6.1 Main diesel engines are Detroit Diesel 12V92.

6.2 Generators are Detroit Diesel 4.236 series Perkins LD 33472.

6.3 Reference for manufacturer of fiberglass materials that is ABS type certified and UL listed:

Centek Industries, Inc.  
116 Plantation Oak Drive

P.O. Box 3028  
Thomasville, GA 31799  
229-228-7653 800-950-7653  
Fax: 229-228-1270  
e-mail: Centek Industries  
Web: <http://home.rose.net/~centek/index.html>

## **WORK ITEM NO. 7**

### **RENEW RUB RAIL / FENDER SYSTEM**

#### **1. SCOPE**

1.1 Scope. This work item describes the requirements to renew the rub rail / fendering system in its entirety on the hull of Survey Vessel ADAMS II.

#### **2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel Hull Fittings, Plan Drawing Number 407-D410-01

American Society for Testing and Materials (ASTM), D2794-1993, Standard Test Method For Resistance Of Organic Coatings To The Effects Of Rapid Deformation (Impact)

American Society for Testing and Materials (ASTM), D4414-1995, Standard Practice For Measurement Of Wet Film Thickness By Notch Gages

American Society for Testing and Materials (ASTM), D4417-1993, Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel

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The Society for Protective Coatings (SSPC), Good Painting Practice, SSPC Painting Manual, Volume 1, Third Edition, 1993

The Society for Protective Coatings (SSPC), Paint Application Guide No. 3 (SSPC-PA Guide 3), 01 Jul 1995

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.11 (SSPC-SP 11), Power Tool Cleaning to Bare Metal, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 12/NACE No.5, Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating, 1995

NAVSEA TO300-AU-SPN-010, Fabrication, Welding and Inspection of Small Boats and Craft, Aluminum Hulls shall be used as weld and inspection guidance.

### 3. REQUIREMENTS

3.1 Renew rub rail system. Existing rub rail is PRC type material with approximate cross section of 3 inches height by 1 1/2 inches depth. Existing system is chemically bonded to the vessel.

**Note:** All paint preparation and application shall be performed as stated in the requirements within another work item in the contract specifications titled "Preservation".

3.1.1 Remove existing rub rail / fendering system and preserve hull in way of removals.

3.1.2 Power tool clean to bare metal surfaces of hull in way of removed rub rail / fender to SSPC-SP 11.

3.1.3 Prime bare metal of hull, in way of rub rail removals. Apply 2 coats of marine grade epoxy anticorrosive to the mil thickness as specified by the paint manufacturer.

3.2 Gas Free vessel. Gas free all areas of vessel that will have welding or grinding performed within the scope of this work item. The vessel shall be gas free through the performance of this work item. Post certification of Gas Free Engineer on the vessel and provide the COR a copy of the Gas Free certificate prior to performing hot work.

3.3 Remove or protect all interferences (insulation, wiring etc) behind area to be welded.

3.4 Fabricate and install new rub rail / fendering system to edge of hull at top of freeboard in the general area where previous rub rail was removed. New system shall rap around bow, go down both sides of the vessel and shall rap around the stern until the radius of the rub rail is complete with mitered ends. New rub rail material shall have an approximate half -D shape cross section of 8 inches wide by 4 inches deep and be Ionomer material that is black in color, durable, flexible, low-density, seamless, closed cell foam, have an approximate density of 5 pounds per foot and be manufactured with a notched top and bottom for mounting. Additionally, fendering material shall have a memory to original shape, have no voids and not burst under compression and shall be installed to form one continuous section of rub rail system.

3.4.1 Provide, fabricate and install 1 1/2 inch 5086 Grade aluminum angle to hull in area where removed rub rail existed. Angle shall be installed by stitch welding process to hull freeboard to top and bottom of new rub rail. All angle material shall be primed with 2 coats of marine grade epoxy anticorrosive prior to installing the angle. Paint shall be removed as necessary from the angle material and the freeboard surface to allow for stitch welding. Install new fendering material in a manner that it is retained between the aluminum angle materials.

3.5 Fabricate and install new rub rail / fendering system to edge of hull at top of swim platform in the general area where previous rub rail was removed. New system shall go down both sides of the swim platform and rap around stern, until the radius of the rub rail is complete with mitered ends. New rub rail material shall have an approximate cross section of 4 1/4 inches wide by 3 7/8 inches deep and be Ethylene-Propylene-Diene-Monomer (EPDM) material that is D-Shaped, key bore, durable, high-density, seamless, with approximate weight of 4.6 pounds per foot. Additionally, fendering material shall have a memory to original shape, and not burst under compression.

3.5.1 Provide, fabricate and install aluminum 5086 Grade aluminum flat bar into key bore. Provide and install aluminum to titanium clad studs to hull / swim platform for attachment of fendering system. Clad studs shall be welded to the vessel's hull / swim platform at a minimum of 12 inch spacing. Paint shall be removed as necessary from the hull / swim platform freeboard surface to allow for welding. Install new fendering material with bolts and washers to studs.

3.6 Restore all removed interferences. Renew any interferences included insulation that was damaged during removal.

3.6.1 Power tool clean to bare metal surfaces all paint damaged or welded area of hull or rub rail / fender attachments to SSPC-SP 11.

3.6.2 Prime bare metal surfaces all paint damaged or welded area of hull or rub rail / fender attachments. Apply 2 coats of marine grade epoxy anticorrosive to the mil thickness as specified by the paint manufacturer

3.6.3 Paint primed area with one final coat of a compatible paint with existing freeboard paint system to the mil thickness as specified by the paint manufacturer.

3.7 Provide drawings and technical information on new rub rail system.

3.7.1 Using existing drawings as template update plan drawing number 407-D410-01 to reflect all changes made in the new as built rub rail / fendering system. Two original drawing sets shall be provided to the COR before the completion of this work item.

3.7.2 Provide parts technical data. Provide parts technical data for the materials and installation procedure for the as built rub rail / fendering system. Data shall be placed in good quality binders and all inserts shall be of high quality paper or plastic material. Two original sets of technical data shall be provided to the COR before the completion of this work item.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

#### **5. QUALITY ASSURANCE**

5.1 Surface contours shall be radiused and shall be inspected to that installation was performed in accordance with manufacturers instructions.

#### **6. NOTES**

6.1 A reference for PRC installation and repair can be found in NAVSEA Technical manual "Boat Repair" S90-TX-STM-010, Chapter 583. The information is also available on the Internet:

<http://navseaboats.dt.navy.mil/Ch583/Section12.pdf>

6.2 Reference for Ionomer rub rail / fendering manufacturer and titanium clad studs:

The Gilman Corporation

Gilman, CT 06336

Phone: (800) 622-3626 or (860) 887-7080

Fax: (860) 886-5402

POC: George Warner, <mailto:gwarner@gilmancorp.com>

e-mail: <mailto:mail@gilmancorp.com>

Web: <http://www.gilmancorp.com/>

6.3 Reference for EPDM rub rail / fendering manufacturer:

Paxton Company

1111 Ingleside Road

P.O. Box 12103

Norfolk, VA 23541-0103

Phone: 800-234-7290

Fax: 800-853-7709

Local: 757-853-6781

POC: Andy Armstrong

Web: <http://www.paxtonco.com/index.html>

## **WORK ITEM NO. 8 CLEAN TANKS, DRAIN LINES, TANK LEVEL INDICATORS AND MODIFY SEWAGE SYSTEM**

### **1. SCOPE**

1.1 Scope. This work item describes the requirements to clean tanks, drain lines, tank level indicators and modify the sewage system on the Survey Vessel ADAMS II.

### **2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel Sanitary and Sewage System, Plan Drawing Number 407-D667-01

### **3. REQUIREMENTS**



3.1 Isolate and pump out the 50 gallon MSD tank. Open and gas free the tank. Clean the interior of the tank. Inspect the interior of the tank and provide Condition Found Report to COR.

3.1.1 Clean the tank level indicators (TLI) associated with the MSD tank. After sensors are clean, test TLI and adjust sensors to provide accurate sensor information to TLI indicator panel in pilothouse.

3.1.2 After MSD tank cleaning and inspection is complete and after TLI work is complete, close covers on MSD tank using new gaskets and existing fasteners.

3.1.3 Test system function. Line up MSD system and test for proper operation. Correct any leaks or other defects.

3.2 Isolate and pump out the 150 gallon sewage / gray water tank. Open and gas free the tank. Clean the interior of the tank. Inspect the interior of the tank and provide Condition Found Report to COR.

3.2.1 Clean the tank level indicators (TLI) associated with the sewage / gray water tank. After sensors are clean, test TLI and adjust sensors to provide accurate sensor information to TLI indicator panel in pilot house.

3.2.2 After sewage / gray water tank cleaning and inspection is complete and after TLI work is complete, close covers on sewage / gray water tank using new gaskets and existing fasteners.

3.2.3 Test system function. Line up sewage / gray water system and test for proper operation. Correct any leaks or other defects.

### 3.3 Clean all sewage and grey water drain lines.

3.3.1 Clean galley, head compartment sink and shower drains. Drain piping or hose shall be emptied and cleaned free of all foreign materials between sink basin and overboard discharge.

3.3.2 Modify toilet mount. Remove toilet from existing base. Clean area where base was removed. Clean and fill holes to match existing area in deck from beneath removed platform. Mount toilet directly to the deck. Mount toilet to deck in general area where it was removed. Renew marine sanitation system (toilet) drain line between toilet and tank with smooth wall, non-permeable hose made for marine sanitation systems. Repair bulkhead where previous discharge line was removed to match existing area. Renew hose clamps at each termination point of hose. All hose clamps shall be CRES 316. Clean free of all foreign material remaining discharge and drain lines between system tanks, and overboard discharge.

3.3.3 Provide and install an inline sewage discharge pump behind starboard bulkhead of head compartment. Discharge pump shall be installed in-line to sewage discharge line aft of discharge vent piling and shall be wired to operate automatically when the toilet is flushed to aid in removal of discharged sewage from the toilet. Wiring shall be done in accordance with IEEE 45, ABS and Coast Guard wiring guidelines including circuit protection, accessible on, automatic and off switch and wiring color coded and secured and a minimum of 6-inch intervals.

### 3.4 Provide drawings and technical information on new sewage system modifications.

3.4.1 Using existing drawings as template update plan drawing number 407-D667-01 to reflect all changes made in the new as built sewage system. Two original drawing sets shall be provided to the COR before the completion of this work item.

3.4.2 Provide parts technical data. Provide parts technical data for the materials and installation procedure for the as sewage system. Data shall be placed in good quality binders and all inserts shall be of high quality paper or plastic material. Two original sets of technical data shall be provided to the COR before the completion of this work item.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Verify TLI panel in pilothouse accuracy by testing TLI's prior to closing tanks.

5.2 Test sewage system during dock and sea trials. Correct all noted defects.

**6. NOTES**

Army Corps of Engineers will assist the Contractor in the operation of the MSD and sewage/gray water system.

## **WORK ITEM NO. 9 REPAIR FUEL TANK LEVEL INDICATOR**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to test and repair the starboard fuel tank level indicator on the Survey Vessel ADAMS II.

**2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel, Electrical Arrangements, Plan Drawing Number 407-D705-01

**3. REQUIREMENTS**

3.1 Test and inspect starboard fuel tank instrumentation system in its entirety.

3.1.1 Test and inspect fuel gauge transmitter device. The contractor shall work through the OEM manufacturer for testing procedures. Provide a condition report to COR of findings and recommendations.

3.1.2 Test and inspect all wiring within system including wiring between transmitter and gauge devices. Verify continuity of each wire in system by isolation and comparison. The contractor shall work through the OEM manufacturer for testing procedures. The contractor shall make any minor repairs to wiring found through troubleshooting procedures. Provide a condition report to COR of findings and recommendations.

3.1.3 Test and inspect fuel gauge (display device). Disconnect port fuel gauge and install to starboard tank and connect starboard gauge to port tank to verify if gauges are functioning. **Note:** The port gauge is currently fully operational. After testing, reinstall gauges back to original location. The contractor shall work through the OEM manufacturer for testing procedures. Provide a condition report to COR of findings and recommendations.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

## 5. QUALITY ASSURANCE

5.1 Verify port gauge is fully functional after testing system.

## 6. NOTES

6.1 Army Corps of Engineers will assist the Contractor in the operation of the fuel gauge system.

6.2 Fuel gauge system component information:

|                  |  |
|------------------|--|
| Gauge (display): | PSM Instrumentation<br>Model No. 2152 / 110 VAC<br>Serial No. 96083204 |
|------------------|--|

|              |  |
|--------------|--|
| Transmitter: | North American Sensor Corp.<br>PTR 400 G |
|--------------|--|

Point of Contact: North American Sensor  
1 (800) 259-6874  
Technical Desk: Frank Breeden

# WORK ITEM NO. 10 RENEW PILOTHOUSE WINDOWS

## 1. SCOPE

1.1 Scope. This work item describes the requirements to renew pilothouse heated windows on the Survey Vessel ADAMS II.

## 2. APPLICABLE DOCUMENTS

CENAO Survey Vessel, Doors, Windows, Hatches & Manholes, Plan Drawing Number 407-D415-01

## 3. REQUIREMENTS

3.1 Renew three (3) forward pilothouse windows and one (1) aft pilothouse window.

3.1.1 Remove interferences from the pilothouse windows including but not limited to window heater wiring, and windshield wipers. Remove frames, rubber molding and bedding and remove the windows. Fabricate and install temporary covering to window openings. Temporary material shall be a waterproof material such as plywood and shall be caulked into place to prevent water entry into the pilothouse.

3.1.2 Fabricate new forward heated windows as existing using existing windows as template and in accordance with applicable documents.

**Note:** Window heater assemblies to each window are manufactured using conductive laminate between the windowpanes.

3.1.3 Install new contractor furnished forward windows and Government furnished aft window to the pilothouse. All mounting hardware, fasteners and molding, bedding and trim work shall be renewed. Bedding compound shall be neutral cure silicone.

**Note:** Failure to use the specified caulk will cause heater element delamination between the windowpanes.

3.1.4 Reinstall removed interferences.

3.1.5 Test windows. Perform water hose test to windows and molding. Repair any defects.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

4.1 Pilothouse aft window assembly (includes heating element).

#### **5. QUALITY ASSURANCE**

5.1 Perform final water hose test in the presence of the COR.

#### **6. NOTES**

6.1 Heated window manufacturer's information:

Seaclear Industries, Inc.  
A Tenacious Corp.  
(800) 779-3811  
POC: Scott Sperbeck  
e-mail: [tenacious01@msm.com](mailto:tenacious01@msm.com)  
<http://www.tenaciouscorp.com/pages/SEA01.html>

### **WORK ITEM NO. 11 REPAIR SEARCHLIGHT**

#### **1. SCOPE**

1.1 Scope. This work item describes the requirements to repair the searchlight on Survey Vessel ADAMS II.

#### **2. APPLICABLE DOCUMENTS**

CENAO Survey Vessel, Electrical Arrangements, Plan Drawing Number 407-D705-01

#### **3. REQUIREMENTS**

3.1 Repair searchlight.

3.1.1 Test searchlight for operability prior to performing repair work. Submit a CFR if any defects are found.

3.1.2 Tag out light. Disassemble light as required and renew the rubber boot and all other seals between light and base, renew base mounting gasket.

3.1.3 Perform water hose test to search light base assembly including all areas of repair. Correct all defects.

3.1.4 Test searchlight for proper operation. Correct any deficiencies.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

#### **5. QUALITY ASSURANCE**

5.1 Conduct final water hose test and operational test of light in the presence of the COR.

#### **6. NOTES**

6.1 Searchlight manufacturer's information:

Perko Inc.  
16490 NW 13<sup>th</sup> Avenue  
Miami, FL 33169-5707  
(305) 621-7525  
(305) 620-9978  
Searchlight Number 884

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY  |
|------|------------|------------|-----------|------------|
| 0001 | N/A        | N/A        | N/A       | N/A        |
| 0002 | N/A        | N/A        | N/A       | Government |
| 0003 | N/A        | N/A        | N/A       | Government |
| 0004 | N/A        | N/A        | N/A       | Government |
| 0005 | N/A        | N/A        | N/A       | Government |
| 0006 | N/A        | N/A        | N/A       | Government |
| 0007 | N/A        | N/A        | N/A       | Government |
| 0008 | N/A        | N/A        | N/A       | Government |
| 0009 | N/A        | N/A        | N/A       | Government |
| 0010 | N/A        | N/A        | N/A       | Government |
| 0011 | N/A        | N/A        | N/A       | Government |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the



performance of such service or (2) terminate the contract for default.

(End of clause)

#### 252.217-7005 INSPECTION AND MANNER OF DOING WORK (JAN 1997)

(a)The Contractor shall perform work in accordance with the job order, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause of the Master Agreement.

(b) (1)Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of bid (or acceptance of the job order, if negotiated).

(2)When Navy specifications are specified in the job order, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c)The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1)If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the job order, in addition to its rights under the Guarantees clause of the Master Agreement, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2)If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3)As specified in the job order, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4)The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the job order and for 90 days after the completion of all work required.

(d)The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the job order.

(e)The Contractor shall--

(1)Exercise reasonable care to protect the vessel from fire;

(2)Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials;

(3)Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4)Unless otherwise provided in a job order, provide sufficient security patrols to reasonably maintain a fire watch

for protection of the vessel when it is in the Contractor's custody;

(5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair;

(6) Furnish the Contracting Officer or designated representative with a "gas-free" or "safe-for-hotwork" certificate, provided by a Marine Chemist or Coast Guard authorized person in accordance with Occupational Safety and Health Administration regulations (29 CFR 1915.14) before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(f) Except as otherwise provided in the job order, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35° F, the Contractor shall take all necessary steps to--

(1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2) Protect the stern tube and propeller hubs from frost damage.

(g) The Contractor shall, whenever practicable--

(1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2) Provide Government personnel attached to the vessel access to the vessel at all times.

(h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

(i) (1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the job order specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

(End of clause)

## Section F - Deliveries or Performance

The Contractor shall complete all work specified within 60 calendar days of delivery of the vessel to the contractor's yard. Request the contract be awarded 28 Mar 2005 with the vessel being delivered to the contractor the week of 4 Apr 2005.

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS   | UIC |
|------|---------------|----------|---|-----|
| 0001 | 60 dys. ADC   | 1        | NAV SPT & SURVEY SECT<br>STEVEN BAUM<br>US ARMY ENGR DIST NORFOLK ATTN:<br>CENAO-TS-<br>NORFOLK VA 23510-1096<br>(757) 201-7072<br>FOB: Destination |     |
| 0002 | N/A           | N/A      | N/A   | N/A |
| 0003 | N/A           | N/A      | N/A   | N/A |
| 0004 | N/A           | N/A      | N/A   | N/A |
| 0005 | N/A           | N/A      | N/A   | N/A |
| 0006 | N/A           | N/A      | N/A   | N/A |
| 0007 | N/A           | N/A      | N/A   | N/A |
| 0008 | N/A           | N/A      | N/A   | N/A |
| 0009 | N/A           | N/A      | N/A   | N/A |
| 0010 | N/A           | N/A      | N/A   | N/A |
| 0011 | N/A           | N/A      | N/A   | N/A |

## Section G - Contract Administration Data

Contractor shall submit invoices to:

US Army Engineer District, Norfolk  
 ATTN: CENAO-TS-ON (Steven Baum)  
 803 Front Street  
 Norfolk, VA 23510-1096

## CLAUSES INCORPORATED BY FULL TEXT

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR

records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 252-217-7004 JOB ORDERS AND COMPENSATION (DEC 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR Part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(End of clause)

## Section H - Special Contract Requirements

**CONTRACTOR'S FACILITY:** Contractor's facility shall be within eight (4) hours navigable transportation from U.S. Army Engineer District, Norfolk, Headquarters at 803 Front Street, Norfolk, Virginia.

**DISPOSITION OF REMOVED ITEMS:** Any material or equipment specified to be removed from Vessel shall remain property of the Government unless otherwise stated within these specifications, by the Government Authorized Representative or the Contracting Officer. Any items specified to be removed and scrapped shall become property of the contractor, and the prices offered should reflect appropriate allowances for these items.

### CLAUSES INCORPORATED BY FULL TEXT

#### 252.217-7011 ACCESS TO VESSEL (DEC 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

(End of clause)

#### 252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

(End of clause)

#### 252.217-7016 PLANT PROTECTION (DEC 1991)

(a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.



(b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.

(1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.

(2) The costs reimbursed shall not include any overhead allowance, unless the overhead is incident to the construction or installation of necessary security devices or equipment.

(c) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph

(b) of this clause, title shall vest in the Government.

(1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.

(2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

(End of clause)

#### 252.217-7017 TIME OF DELIVERY (DEC 1991)

(a) Ordering offices shall specify delivery locations and quantities in all oral or written delivery orders under this contract.

(b) The Contractor shall complete deliveries within the hours prescribed in the schedule of this contract and on the days specified by the order.

(c) Orders requiring delivery within 24 hours from Contractor receipt are governed by paragraph (e) of the Requirements clause of this contract.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

##### (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of \_\_\_\_\_ and shall not be binding until so approved.

(End of clause)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:



- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ☐ ) is, ( ☐ ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ☐ ) has, ( ☐ ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ☐ ) is, ( ☐ ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.



(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| _____         |
| —             |
| _____         |
| —             |
| _____         |
| —             |

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |
| _____         | _____             |
| —             | —                 |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| • _____            | • _____                     |
| • _____            | • _____                     |
| • _____            | • _____                     |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-31 FACSIMILE BIDS (DEC 1989)

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and hand-written material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment:

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

(1) Receipt of garbled or incomplete bid.

- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(End of clause)

#### 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

#### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the

information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be

withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at



the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number] .

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that

conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

## 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

(End of clause)

## 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage

determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting

forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material                    | Identification No. |
|-----------------------------|--------------------|
| (If none,<br>insert "None") |                    |

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- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.



(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
  - (2) The emergency notice requirements of section 304 of EPCRA.
  - (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
  - (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
  - (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
  - (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.
- (End of clause)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes

such action in writing.

(End of clause)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (1) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US ARMY CORPS OF ENGINEERS  
ATTN: CONTRACTING BRANCH (CHARLOTTE HOFSTETTER)  
803 FRONT STREET  
NORFOLK VA 23510-1096

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order

issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be



continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

##### (a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

#### 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

## 252.217-7012 LIABILITY AND INSURANCE (AUG 2003)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment.

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$50,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance.

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

POINT OF CONTACT

TECHICAL QUESTIONS: STEVEN BAUM (757) 202 7072